

**CITY OF RIVER FALLS  
REQUEST FOR PROPOSALS  
FOR  
EMERGENCY MEDICAL SERVICES (EMS)  
(9-1-1 AMBULANCE SERVICE)**

**MANDATORY PRE-PROPOSAL CONFERENCE and SITE-VISIT**

**MONDAY, NOVEMBER 18, 2019 at 0900HRS**

**PROPOSALS DUE:**

**Friday, December 13, 2019 by 12:00 P.M. (CST)**

City of River Falls  
ATTN: Amy White  
222 Lewis Street  
River Falls, WI 54022  
awhite@rfcity.org  
(715) 426-3408

## SUMMARY

The City of River Falls (WI) is seeking proposals for the provision of Emergency Medical Services (EMS). These services are to include prehospital advanced life support care at the paramedic level and ambulance transportation in accordance with applicable Wisconsin statutes and Department of Health Services regulations.

The successful contractor will provide high-quality care and superior service to the community, while collaborating with the City through the transition from a municipal third-service EMS operation to one that is delivered by a non-governmental organization (NGO). The City's EMS department, River Falls EMS, will sustain operations through 2020 and it is expected that an NGO EMS agency will begin operations on **January 1, 2021**.

The City is seeking an NGO to provide EMS services to the response area previously served by the City's EMS department. This area includes the City of River Falls as well as the towns of: Kinnickinnic, Clifton, Oak Grove, River Falls, approximately two-thirds of Troy, approximately half of Pleasant Valley and the City of Prescott. The City of River Falls is not a procurement agent for these municipalities; however, the City intends to offer an opportunity for these municipalities to receive EMS services as an extension of the City's base EMS contract. Additional information about this is found within this Request for Proposals (RFP).

Information about the City can be found within the City's website at [www.rfcity.org](http://www.rfcity.org). Community profile information can be accessed through the Economic Development portion of the City's website. The 2018 River Falls EMS Annual Report can be accessed from the EMS departmental page within the City's website.

This RFP and subsequent contract do not provide exclusive rights or access to interfacility transfers that may occur from facilities within the City of River Falls. River Falls EMS historically provided the majority of interfacility transfers from the Allina-River Falls Area Hospital. The successful contractor would be encouraged to work with the hospital directly to evaluate opportunities to perform those transfers.

Important events and dates for a Proposer's consideration:

- Request for Proposals issued: Friday, November 8, 2019.
- Mandatory Pre-Proposal Conference: Monday, November 18, 2019 at 9:00am in the lower level training room of City Hall located at 222 Lewis Street, River Falls, WI.
- Proposals due: Friday, December 13, 2019 by 12:00pm.
- Potential proposal presentations with Q&A for finalist(s): December 19<sup>th</sup> or 20<sup>th</sup>, 2019.
- Contract development with finalist: Late December through Mid-January, 2020.
- Finalist introduction and presentation to City's EMS Advisory Board: January 6, 2020
- Execution of Contract for EMS services: Tentatively – Prior to January 31, 2020
- Contractor begins EMS service to the City of River Falls: January 1, 2021.

**NOTICE TO ALL PROPOSERS:**

Upon release of the proposal and during the proposal process, firms and their employees of related companies, as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of communication with City of River Falls (“City”) employees, department heads, and/or elected officials regarding this RFP or the eventual contract. Such contact may result in the vendor being disqualified by the City, at its sole discretion, should it deem a contact to be inappropriate. All contact must be coordinated through the City Clerk, Amy White, for the procurement of these services. All questions regarding this RFP or Solicitation are to be submitted in writing to Amy White, via email at [awhite@rfcity.org](mailto:awhite@rfcity.org), or via mail to City of River Falls, ATTN: Amy White, 222 Lewis Street, River Falls, WI 54022. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS.**

## **I. Introduction**

### **A. Contract Award**

One contract award is anticipated under this solicitation for services to the City of River Falls. It is the intent of the City to award the contract to the most advantageous Proposer who provides goods and/or services at the best value for the City and that is the most responsive to the requirements and preferences.

The successful Proposer will be granted a contract for exclusive market rights, as provided for emergency (9-1-1) ambulance service, for an initial term of at least five years. The Proposer will have the opportunity to earn additional years of contract extension per terms of a contract to be developed. There will be no exclusive rights awarded by the City for non-emergency transports/transfers within the service area. However, transfers are important to customers within the market, and Proposer's are encouraged to communicate with the Allina-River Falls Area Hospital about the opportunities for transfer business.

The Contractor may be afforded an opportunity to extend terms of this contract to other municipalities in the River Falls EMS response area if those municipalities so choose. In this sense, the City is willing to serve as a cooperative facilitator to afford other municipalities an opportunity to join this contract through appropriate means.

### **B. Notice to Proposers**

This RFP does not commit the City to award a contract, pay costs incurred in the preparation of a proposal responding to this request, or to procure a contract for service. The City reserves the right to accept or reject any or all proposals received because of this request, or to cancel in part, or in its entirety, the RFP process if the City deems it is in the best interest to do so. This RFP shall not be construed to be a low-bid process, although price will play a critical role. The contract, if awarded, will be negotiated with the Proposer who can best meet the City's needs as identified in this RFP.

The City specifically makes no promises or guarantees concerning the number of emergency calls or transports, quantities of patients, or distance of transports that will be associated with this procurement. The City has made every effort to provide accurate data and information.

It is in the Proposer's best interest to submit a complete and accurate proposal. Where documentation or response is incomplete or silent, it shall be assumed that the proposal is deficient. Further, it is in the Proposer's best interest to make a proposal that meets the stated requirements contained in this RFP. While Proposers may provide alternatives to the requirements for consideration, failure to comply with all minimum requirements described with the RFP may be disqualify proposals. Proposers are

invited to submit to alternatives to the services described within this RFP, if such alternatives are in the best interests of the City.

There shall be only one general contractor, under whose auspices the proposal is submitted, and who must assume all liability and responsibility for achieving the performance levels specified in this RFP. Any subcontracts for essential services, as described in the RFP, between the Proposer and separate entities, must be identified in writing by and shall be subject to approval by the City during negotiations. If subcontractors are used, poor performance by the subcontractor, regardless of City approval, will remain the responsibility of the Contractor, who shall be responsible for any performance or financial implications of that result.

### C. City Background Information

#### 1. Description of the City

The City of River Falls has a total area of 6.6 square miles and is located approximately 25 miles to the east of the Twin Cities metro area. The City lies within both St. Croix and Pierce counties; most of the land mass and population falls within Pierce County. The City has an estimated population of 15,800; in addition, the University of Wisconsin at River Falls (UWRF), and its 6,000 +/- students, is within the City.

The City shares borders with the following municipalities: Town of River Falls, Town of Troy, and Town of Kinnickinnic. Major thoroughfares within, or near, the City include: SR35, SR29 and SR65. There is one skilled nursing facility in the City which is located on the grounds of the River Falls Area Hospital as well as multiple independent and/or assisted senior living facilities within the City. The City has three elementary schools, one Montessori school, one middle school and one high school.

The Allina River Falls Area Hospital is a critical access hospital within the City. The majority of all EMS 9-1-1 transports within the City are to this facility. Other hospitals within the area include the Allina Regina Hospital in Hastings, MN. and the HealthPartners Hudson Hospital in Hudson, WI. The closest level 1 trauma center is Regions Hospital in St. Paul, MN.

#### 2. RFEMS Service Area

The current River Falls EMS service area includes the following areas: City of River Falls, City of Prescott, approximately 67% of the Town of Troy approximately 50% of the Town of Pleasant Valley, and all of the following towns: River Falls, Clifton, Kinnickinnic and Oak Grove. River Falls EMS served this area from two EMS facilities, one of which is in the City of River Falls at 175 E. Cedar Street and the other at 1603 Pine Street in Prescott, WI. The EMS service to the

City of Prescott and all area towns is accomplished through inter-governmental service agreements. A map of the City is available on the City's website; a map of the current River Falls EMS service area is included in Attachment #1.

The estimated populations for the municipalities, or portions thereof, within the service area are:

City of River Falls – 15,800  
City of Prescott – 4,200  
Town of Clifton – 2,080  
Town of Kinnickinnic – 1,780  
Town of Oak Grove – 2,250  
Town of Pleasant Valley – 270  
Town of River Falls – 2,310  
Town of Troy – 3,560

The service area is approximately 234 square miles which lies within St. Croix and Pierce counties.

EMS services for Kinnickinnic, River Falls, and the portions of Troy and Pleasant Valley that are within the service area, as well as a portion of Clifton, have historically been serviced from the River Falls EMS station at 175 E Cedar Street with minimal impact to daily staffing and demand. This is accomplished through the scheduling of one 24/7 paramedic ambulance daily. An additional ambulance is staffed during peak demand times to allow for interfacility transfers throughout the 24-hour period.

The response area that consists of Oak Grove, the remaining portion of Clifton and the City of Prescott have been served by River Falls EMS through a service agreement with the Prescott Area Fire and EMS Association. At the request of the Prescott Fire and EMS Association, these services have been delivered by an additional paramedic ambulance crew operating from a separate EMS station in Prescott at 1609 Pine Street. This ambulance crew responds to all portions of the service area when needed.

The City has a municipal police department with officers trained to provide CPR and administer naloxone. The UWRP has its own police department which is also trained to provide CPR and administer naloxone. Law enforcement for the St. Croix County portions of the response area (Troy, Kinnickinnic and Pleasant Valley) is handled by the St. Croix County Sheriff's Office. Law enforcement for the Pierce County portions of the response area (Town of River Falls, Clifton, Oak Grove) is handled by the Pierce County Sheriff's Office. The City of Prescott has a municipal police department with officers trained to perform CPR and administer naloxone.

Fire protection within the service area is provided by the City of River Falls Fire Department and the Prescott Fire Department. Membership for these departments is primarily comprised of paid-on-call volunteer members. These departments respond to motor vehicle crashes; however, neither first responds to other EMS incidents. These departments traditionally respond at the request of EMS when additional resources and/or assistance is required.

3. Emergency Communications

9-1-1 calls are directed to the public safety answering point (PSAP) within each county from where the call originates. The PSAP in both St. Croix and Pierce counties are overseen by the individual county sheriff's office. River Falls EMS is dispatched to calls in Pierce County by the Pierce County Sheriff's dispatch center, and in St. Croix County by the St. Croix County Sheriff's dispatch center, on different channels, via a VHF radio system.

4. EMS Service Demand

River Falls EMS responded to 2,089 calls-for-service in 2018, with 1,515 of these resulting in an ambulance transport. River Falls EMS is on pace to respond to 2,000 calls-for-service for 2019, with an estimated 1,400-1,500 of these likely to result in ambulance transport. Interfacility hospital transfers account for 25-27% of the annual calls-for-service for River Falls EMS. In 2018, of these 2,089 calls-for-service, 1,410 originated within the City of River Falls, of which 524 of these were hospital transfers and 886 were 9-1-1 incidents. Of the remaining 679 calls-for-service, 277 were within the City of Prescott and 301 calls-for-service originated in the various municipalities as follows: Troy-72, Oak Grove – 67, River Falls (T) – 59, Clifton – 56, Kinnickinnic – 39, Pleasant Valley – 8. The remaining 101 calls-for-service were mutual aid responses to other neighboring response areas; mutual aid request rates have significantly decreased in 2019.

Non-identifying data from the River Falls ImageTrend ePCR system for 2017, 2018 and 2019 YTD may be made available via Excel export upon request.

5. Payer Mix

The following was the 2018 payer mix for River Falls EMS:

Medicare: 49%  
Medicare HMO: 3%  
Medicaid: 4%  
Medicaid HMO: 7%  
Private Insurance: 26%  
Self-Pay: 9%  
Auto Insurance: 2%  
Facility Contract: <1%

#### D. Contract Period

The selected Contractor will be awarded at least an initial five (5) year contract. The City, at its option and upon mutual consent of all parties involved, may choose to extend the contract based on existing terms, conditions and prices set forth in the original RFP. All prices negotiated under the contract must remain firm for the duration of the contract period and any agreed upon extensions. The contract may contain provisions for cost or rate escalators tied to the Consumer Price Index and may include a provision that allows for the contractor to petition for changes in the event of issues beyond the contractor's control (e.g. new regulatory requirement, changes in healthcare, funding and reimbursement changes, etc.). The grant of any such change would be discussed and negotiated prior to the City making a final decision based on the strength of the case presented. Any tax funds paid for services provided will be paid from the appropriate fiscal year funds provided by the City. The City is interested in proposals that will avoid or limit any need for tax subsidy of the EMS contract, so long as performance requirements are met. Contracts are subject to availability of funds. All representations made by the City are subject to the fiscal year funding and/or appropriations and do not represent any obligations beyond the contract amount or any future obligations.

#### E. Proposal Submission Deadline

Proposals shall be submitted no later than the specified deadline time and date. Proposers shall respond to the written RFP and exhibits, attachments, or amendments in writing. A Proposer's failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified and returned to the Proposer upon request. The City will not be held responsible for unmarked proposals or proposals delivered to the wrong location. Proposers mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals by the City. Proposals may not be delivered orally, by facsimile transmission or email, or another telecommunication means. All proposals must be delivered in sealed packages or containers.

#### F. Administrative Information

1. RFP Coordinator: The main point-of-contact for this RFP shall be:

Amy White  
City Clerk  
City of River Falls  
222 Lewis Street  
River Falls, WI 54022  
(715) 426-3408  
[awhite@rfcity.org](mailto:awhite@rfcity.org)

## 2. Communications Regarding the RFP:

During the proposal process, proposing firms shall not contact City staff, representatives, elected officials or board members. Additionally, firms and their employees of related companies, as well as paid or unpaid personnel, acting on their behalf shall not contact or participate in any type of communication with City representatives regarding any matter involved with this RFP or the anticipated contract. Such contact may result in the vendor being disqualified. All contact must be coordinated through Amy White, City Clerk, for this procurement.

Upon release of this RFP, all Proposer communications concerning this procurement must be directed to the City Clerk. Any oral communications shall be considered unofficial and non-binding.

The City shall respond in writing to written communications. Such responses shall constitute an addendum to the RFP. Only written response to written communications shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

## 3. Proposal Submittal

Proposal must be signed by an individual with authority to bind the firm in a contract with the City.

Proposers must include one original proposal, unbound, and identified as the “master”, containing original signatures. Proposer must include five (5) additional copies, which may be bound, of the entire proposal. All proposals must be submitted in a sealed package and be clearly marked as an EMS Services solicitation. The proposal must be received by the City no later than 12:00pm on December 13, 2019.

All proposals must be submitted to:

Amy White  
City Clerk  
City of River Falls  
222 Lewis Street  
River Falls, WI 54022

## 4. Receipt of Proposals

Upon receipt by the County, all proposals will receive a number, and the date and time of receipt will be recorded. All proposals received prior to the deadline shall be kept unopened in a secure place. Opening of the proposals will occur on Friday, December 13, 2019 at 1:30pm. Late proposals may be returned to the Proposer unopened or destroyed. All proposals shall remain firm for at least 180 days from the date specified for opening the proposals.

#### 5. Pre-proposal Conference

In order to assure fairness in the RFP process and to limit the burden on the City representatives in communicating addenda or other communications regarding the process, a Pre-proposal Conference will be held at City Hall in the Training Room located at 222 Lewis Street, River Falls, WI 54022 at **9:00am on Monday, November 18, 2019**. Only prospective proposers who attend the meeting will be eligible to receive subsequent communications regarding the RFP or to submit proposals. Proposers will have an opportunity at this time to visit the River Falls station and review the capital equipment.

#### 6. License Requirement

It is not a requirement to possess any necessary licenses at the time of proposal submittal. However, the successful Proposer would be required to possess any required licenses at least 90 days prior to the contract start date.

#### 7. Awarding Authority

Award of a contract will be considered by the City. The City reserves the right to investigate, request clarification of, and verify any and all proposals, to waive any and all irregularities, and/or to reject any and all proposals as deemed by the City as necessary and/or in the best interests of the City.

#### 8. Rejection of Disqualification of Proposals

The City reserves the right, at its sole discretion, to reject any and all proposals for any reason, including but not limited to, failure to adhere to the proposed requirements or inaccuracy of any information supplied within a proposal. The City shall notify the Proposer of a rejected proposal. Furnishing of false or misleading information during the proposal process may result in the City rejecting the Proposer's submission. The County reserves the right to waive any RFP requirement(s) it deems in the best interest of the City, so long as that requirement is waived for all proposals. The City reserves the right to waive minor irregularities in proposals received.

Proposers may be disqualified if deficient in any of the following areas in a manner that the City deems relevant to the process. Qualifications of a proposer, including the following, will be considered:

- Any contract for provision of EMS terminated for cause within the past 10 years.
- Insufficient experience in successful operations. Sufficient experience is defined as having a minimum of five years of experience providing EMS to at least one community with a population similar to the City of River Falls.

- Any current undischarged bankruptcy of the Proposer or their parent organization, and/or history of past bankruptcies that have negatively affected the provision of EMS to a community.
- Failure to show evidence of access to enough capital to meet the requirements of this RFP.
- The Proposer is found to be on any federal, state or local debarment list.

Proposers may also be disqualified if deficient in any of the following:

- History of majority regulatory actions or sanctions against the Proposer, including suspension or revocation of any operating license or permit, any sanctions under Medicare or Medicaid programs, revocation of a business permit, or any sanctions by other third-party payers, whether public, private, or non-profit.
- History of contract terminations.
- Failure to show that key personnel have past experiences in the implementation and operation of emergency medical services. For the purposes of this section, “key personnel” includes:
  - The individual who will be in charge locally within the City’s service area.
  - The person to whom that person reports.
  - The person responsible for clinical oversight and quality improvement.
  - The person responsible for medical records/health information exchange.
- History of litigation in the past five (5) years involving the Proposer or any principal officers in connection with any contract for similar services where the Proposer or principal officer was found to be at fault.
- Unresponsive answer(s).

## 9. Evaluation of Proposals

The City may conduct investigations of Proposers’ submissions and claims, as it deems necessary. Each proposal will be reviewed to determine if the Proposer can meet the City’s requirements as set forth in this RFP. The Proposer must demonstrate that each requirement is met.

The City may request further clarification from individual Proposers in the event of incomplete or missing information. Proposers shall respond in writing to any requests for clarification. If all Proposers do not meet one or more of the requirements of this RFP, the City reserves the right to continue to the evaluation of the proposals and may select the proposal that most closely meets the requirements specified in this RFP.

Proposers may be expected to give presentations and answer questions on their proposals to City staff or representatives. Presentations will be limited to a maximum of one (1) hour, although the proposal itself should include all elements required.

#### 10. Proposal Withdrawal

A proposing firm may withdraw its Proposal by submitting a written request for withdrawal, with such request having the signature of an authorized company representative, to the City Clerk, at any time prior to the submission deadline. The firm may thereafter submit a new Proposal prior to the deadline. Modifications offered after the deadline will not be considered.

#### 11. Post Deadline Submissions

The City shall not accept any amendments, revisions, or alterations to proposals after the deadline for submittal unless such is formally requested in writing by the City.

#### 12. Ambiguity, Conflict, or Errors in the RFP

Due care and diligence have been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for verification of all information presented herein shall rest solely with the Proposer.

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the City Clerk of such error in writing and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request.

If a Proposer fails to notify the City Clerk prior to the date and time fixed for submission of offers of an error or ambiguity in the RFP known to her/him, or an error or ambiguity that reasonably should have been known to her/him, then she/he shall not be entitled to additional time by reason of the error/ambiguity or its late resolution.

The City may also modify the RFP prior to the date and time fixed for submission of offers by issuance/posting of an addendum. All addenda will be numbered consecutively beginning with #1.

#### 13. Proposal Acceptance Period

Each proposal shall be valid for a period of one hundred and eighty (180) days after the RFP submission deadline date to allow time for evaluation, selection, and any unforeseen delays. The one hundred and eighty (180) days may be extended by mutual agreement of the parties.

#### 14. Disclosure of Proposal Contents

All submitted Proposals become the property of the City and shall be subject to any applicable open records statutes. The content of all RFPs submitted shall remain in effect for a minimum period of 180 days.

Information requested in the RFP deemed by the responding firm to be privileged and confidential must be marked "Privileged and Confidential Information." Pricing information is not considered confidential. Trade secrets or confidential information MUST be placed in a separate envelope marked "CONFIDENTIAL INFORMATION" and EACH PAGE must be marked "CONFIDENTIAL INFORMATION." The City will endeavor to protect such information from disclosure to competitors to the extent allowable by law.

Responding firms are advised that responses are subject to the Wisconsin Open Records Law (Wis. Stat. §§ 19.31-19.39). All proposal information shall be held in confidence until a contract is formally executed and/or the RFP is cancelled. Upon award, the proposals and associated materials shall be open for review by the public in accordance with Wisconsin Open Records Law. By submitting a proposal, the proposing firm acknowledges and accepts that the full contents of the proposal and associated documents shall become open to public inspection. The City will attempt to uphold the confidentiality of vendor trade secrets to the extent allotted by law. All confidential information and trade secrets must be clearly identified and separated by the firm prior to submission of the proposal as specified above.

#### 15. On-Site Inspections

After opening of proposals and prior to award, the City reserves the right to make a pre-award site visit of any or all Proposer's facilities to be used in the performance of work under this solicitation. Proposer agrees to allow all reasonable requests for inspection of such facilities with two (2) full business days advance notice. Failure to allow such an inspection shall be cause for reject of proposals as non-responsive. The City reserves the right to reject facilities as unacceptable for performance under this solicitation as a result of such site visit survey.

#### 16. Implied Requirements

Products and service not specifically mentioned in this RFP, but which are necessary to provide the service described by this RFP, shall be included in the proposal. It is intended that this RFP describe the requirements and response format in enough detail to secure comparable proposals.

#### 17. Proposal of Additional Services

If a Proposer indicated an offer of services in addition to those required by and described in this RFP, these additional services may be added to the original contract at the sole discretion of the City.

#### 18. Indemnification

The Proposer agrees that pursuant to any proposed agreement based on this RFP, the awarded Proposer will protect, defend, indemnify, and save whole and harmless City officials, officers, agents, and employees from and against all claims, demands, causes

of action, damages, judgments, loss and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the contractor or any agent, servant, employee or sub-contractor of the contractor in the execution or performance of this agent, servant, employee or sub-contractor of the contractor in the execution or performance of a contract. Proposer further agrees to protect, indemnify and hold the City harmless against and from any and all claims and against and from any and all loss, cost, damage, judgments or expense, including attorney's fees arising out the breach of any of the requirements and provisions of this contract of any failure of contractor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.

#### 19. Collusion

Proposer may be required to provide an affidavit affirming that it has not conspired with other potential suppliers in any manner to attempt to control competitive pricing or otherwise influence the outcome of the selection process. This paragraph does not, however, preclude two or more suppliers for certain parts of this requirements from presenting a combined or joint proposal for the purpose of providing a complete proposal.

#### 20. Monetary Restitution

In the event that any future contract is prematurely terminated due to non- performance and/or withdrawal by the contractor, the City reserves the right to seek monetary restitution (to include but not be limited to withholding of monies owed) from the contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between termination Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date. In the event civil suit is filed to enforce this provision, the City will seek attorney's fees and cost of suit from the Contractor.

#### 21. Liquidated Damages

Any contract that results from this RFP will contain provisions for liquidated damages to reimburse the City for the cost of operating the system and securing a new provider. The liquidated damages will include a total cash payment, through an irrevocable letter of credit with a bank approved by the City. Additionally, it will include full access and use of all vehicles, equipment, supplies, facilities and any other resources deemed necessary by the City for a period of no less than sixty (60) days without reimbursement to the terminated contractor.

## 22. Gratuities, Kickbacks or Conflict of Interest

- **Gratuities:** It shall be unethical for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement, or to any solicitation or proposal therefore.
- **Kickbacks:** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- **Conflict of Interest:** No official or employee shall have any financial interest, direct or indirect, in any contract with the City or be financially interested, directly or indirectly, in the sale to the City, of any land, materials, supplies or services, except on behalf of the City, as an official or employee. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the City, shall render any contract involved voidable by the City. It is the responsibility of the Proposer during all phases of the contract process to notify the City in writing of any potential conflict of interest.

## 23. Any Agreement Subject to Availability of Funds

Any agreement resulting from this RFP will be subject to the availability of governmental fiscal funding. If such funds become reduced or unavailable, any contract shall be subject to immediate modifications, reduction or termination on the expiration date, or the date in which the funds have been eliminated.

## 24. Governing Law and Venue

The laws of the State of Wisconsin shall govern any proposed agreement, and all obligations of the parties created hereunder are performable in the City of River Falls, Wisconsin. In any legal action arising from this Agreement, the laws of Wisconsin shall apply, and exclusive venue shall lie in Pierce County, Wisconsin.

## 25. Litigation

In the best interest of the City, any Proposer who is currently involved, either directly or indirectly, with any litigation against or involving the City, may be disqualified and/or not considered for an award.

#### 26. Rights of Data

The city shall have the right to the use of data and reports resulting from this RFP without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon written request, any available information that is relevant to this Contract and to the performance hereunder.

#### 27. Addition/Deletion of Services

The City reserves the right to add and/or delete services to this RFP. Financial impacts for such service additions or deletions will be negotiated between the Proposer/Contractor and the City. All amendments to a contract based on this RFP must be in writing and signed by all parties.

#### 28. Proper License Requirement

The Proposer shall procure all required permits and licenses and pay all charges and fees necessary and incident to lawful conduct of the business. The Proposer shall keep fully informed of existing and future Federal, State and Local laws, ordinances and regulations which in any manner effect the fulfillment of this proposed contract and shall comply with same.

#### 29. Proposer Responsibility for Expenses

The Proposer shall be responsible for payment of expenses associated with any response to this RFP and any future contract, including but not limited to: wages, salaries, materials, supplies, transportation, communications, licensing and inspection, fees, taxes, insurance, bonds, etc.

#### 30. Proposal Instructions & Format

Proposals shall be typewritten either using a 12-point Times New Roman or Arial font. Proposals must include page numbers and have major sections tabbed. Each should have a table of contents that outlines the proposal content and should be sequenced and numbered consistent with the requirements of this RFP. Any information that does not fit logically into one of the labeled sections should be included in an appended section.

## **II. RFP Response Format**

The Proposer is to respond to this RFP with materials provided in the following order:

### Part 1:

- A. Introductory letter signed by an authorized agent of the organization.
- B. Summary of why the Proposer would be the best option for the City of River Falls.
- C. Responses to the required information in Section III.A.#1-#13
- D. Responses to minimum requirements in Section III.B.#1-#19
- E. Responses to the Preferences provided in Section III.C.#1-#7
- F. Responses to items A through E in Section IV.
- G. Responses to items A through C in Section V.

## **III. Required Response Information, Minimum Requirements, and Preferences**

The Proposer is to provide the pertinent background information about their organization. In addition, the Proposer should provide an acknowledgement that they can meet minimum requirements with details of how they would do so. The Proposer should also review the preferred criteria and indicate whether they can meet these, and if so, provide the relevant information.

### A. Required Information to Provide

Information about the following should be submitted:

1. Organizational structure. This includes information about the type of organization (i.e. non-profit, subsidiary, etc.) and identifies any healthcare system affiliation, if applicable.
2. Management team profile. This will include information about who will oversee the River Falls operation(s) and who that person will report to.
3. Staffing. Information about the total number and types of staff within the EMS organization. Include any information about different supervisory levels, chain-of-command and how ambulances are typically staffed (i.e. EMT/Paramedic, Paramedic/Paramedic, etc.)
4. Medical Direction. Describe the role of your Medical Director(s), whether they are directly employed by your organization as an employee, and how they are involved in continuous quality improvement initiatives and protocol development.
5. Dispatching. Is this provided by the Proposer, a third-party or will they wish to be dispatched by the counties directly? The Proposer must provide a detailed

explanation of how they will interface with the public safety answering points in Pierce and St. Croix counties. If an emergency medical dispatching program is used, provide that information as well.

6. Operations. Description of all service areas currently or previously serviced, within the most recent five years. Any areas that are similar to River Falls should be noted as such. Provide overview information of these operations.
7. Quality of Patient Care. Describe your quality assurance / quality improvement programs and with information about how these are administered and by whom. Provide details about patient care related metrics, benchmarks and performance. Provide information about any national related
8. Rate Structure. Describe patient rate structure and administration of billing programs. Describe the rate setting policy and review process. Provide detailed information about financial hardship programs if utilized.
9. Community Involvement. Describe community activities that your organization is actively involved with and/or that you would envision being a part of in River Falls.
10. Hospital Relationships. Provide information about your relationships and integration with the River Falls Area Hospital and other hospitals in the in surrounding region.
11. Financial Stability. The Proposer shall provide evidence that clearly documents the financial history of the organization. All financial information should be reported for the operational unit responsible for the proposal. If the organization is a multi-site operator, joint venture or subsidiary operation, it may report consolidated financial information provided that a letter guaranteeing the Proposer's performance with the full faith and credit of the parent organization is included with the financial data and is signed by an official with the authority to bind the parent organization. The provider will also provide and document the following:
  - a. Enough capital to provide for implementation and start-up of the contract.
  - b. Financial reserves or net worth sufficient to sustain the operation in case the Proposer has incorrectly estimated expenses or profits from the operation.
  - c. Any facts, issues or potential event that may have a material bearing on the financial condition, solvency or credit worthiness of the

organization. These should include any material contingent liabilities or uninsured potential losses.

d. Audited financial statements for at least the past two years.

12. References. The Proposer will provide references which will include those that can attest to existing contracts, quality of patient care, community involvement and relationships with hospitals and clinics.

13. Transition. The Proposer will provide a timeline and plan for transition of services from River Falls EMS to the successful Contractor.

*The response should include a proposed timeline that allows contractual service to begin on January 1, 2021 and should include any pertinent information and details that the City should consider and/or plan for.*

#### B. Minimum Service Requirements

It is the expectation of the City that the successful Proposer would contractually agree to the minimum requirements as described below; it is likely that these requirements would subsequently be incorporated into a service contract. As part of the RFP submittal, the Proposer will affirm their commitment to meeting (or exceeding) minimum requirements and describe any pertinent information relative to the minimum requirements.

1. Licensing. The Contractor will be a Wisconsin licensed EMS provider able to provide paramedic level advanced life support ambulance transport services for 9-1-1 incidents. As such, the Contractor will adhere to all applicable Federal and State regulations.

*In response to the RFP the Proposer will include copies of related licenses or provide details about their plan and process to obtain such.*

2. Dispatching Services. The Contractor will be financially and functionally responsible for dispatching service whether it is provided by its own organization, a third-party provider or the county dispatch centers.

*The Proposer will be able to work with the St. Croix County and Pierce County dispatch centers to ensure that calls-for-service are either dispatched directly to the Proposer's ambulances or transferred to the Proposer's dispatch center.*

3. Staffing. The Contractor will provide enough staffing and resources to ensure pre-scheduled availability to respond to 9-1-1 emergency incidents within the City and associated response area 24/7/365. Barring any disaster or catastrophic

incident, a paramedic staffed ambulance should be available in, or near, the City at least 90% of the time to be ready to respond to the next call-for-service.

*The Proposer should provide details about staffing and deployment for service to the City of River Falls.*

4. Advanced Life Support. The Contractor will always staff 9-1-1 response ambulances with at least one paramedic.
5. Concurrent Incidents. The Contractor can respond to at least two concurrent EMS incidents, with two different ambulances, within the contracted service area at the same time.
6. Reports. The Contractor will provide performance reports and related metric information to the City on a recurring schedule, to be agreed upon by the Contractor and the City.
7. Protocols. The Contractor will ensure that appropriate policies and protocols are in place to 1) provide clinically appropriate care as required by Wisconsin Department of Health standards, 2) ensure equal access to emergency treatment and transport for all community members regardless of their ability to pay, and 3) ensure transport to the closest appropriate medical facility, as determined by Physician or protocol, regardless of healthcare system affiliation.
8. Interfacility Transfers. The Contractor will ensure that interfacility transfers do not interfere with an EMS service's ability to meet the obligation to the City for 9-1-1 EMS services.
9. Additional Resources. The Contractor will have access to additional resources to handle multiple incidents or the need for multiple ambulances at any one incident at the same time.

*The Proposer should provide information about mutual aid agreements, service area coverage agreements or the Proposer's ability to bring other resources to the River Falls service area.*

10. Response Times. The Contractor will meet or exceed contractual response time requirements. Contractual response time requirements begin at the point that the Contractors dispatch center receives the call-for-service until the point that a fully staffed ambulance arrives on the scene.

*The Proposer should provide proposed 90<sup>th</sup> percentile response time requirements for consideration by the City. The City would require a*

*contractual commitment to response times that is at least the same as, or better than, response times achieved by River Falls EMS.*

*The Proposer may differentiate different response time requirements for different geographical portions of the service area, and for different types of calls based upon priority dispatching.*

*The response to the RFP should provide details about daily staffing and deployment in terms of meeting this requirement.*

11. Special Event Standby Ambulances. The Contractor can provide a standby ambulance and/or other related standby resources to official City, or River Falls Chamber of Commerce, events as needed, as part of this contract. This may be for up to 16 hours of special event coverage per year.
12. Staff Retention. The Contractor would offer comparable employment to the eight (8) full-time City EMS paramedics, so long as these individual staff members meet minimum driving and background eligibility criteria.
13. Contract Term. The Contract will likely be for an initial five-year term with renewal options built in.

*The Proposer should be willing to commit to an initial contract term that is at least five years. The City is willing to consider a longer initial contract term if there is cause, or incentive, to do so. The Proposer should provide recommended contract terms for consideration and any pertinent details and/or variables to consider regarding a longer initial contract term.*

14. Billing and Collections. The Contractor will be solely responsible for patient billing and collection services.
15. Patient Rates. The Contractor will submit the patient rate structure to the City on an annual basis for their review. The Contractor will notify the City at least sixty day prior to any proposed rate increase.

*In response to the RFP, the Proposer will provide a proposed patient rate structure.*

16. Medical Director. The Contractor will be solely functionally, and financially, responsible for providing a Medical Director as required by Wisconsin statute.
17. Nondiscrimination. The Contractor will make EMS services available to members of the community without regard to race, color, creed, religion, national origin, and without regard to sex, age, disability, public assistance

status, or sexual orientation, except as may be necessary as a bona fide requirement of a specific service.

Contractor will comply with employment practices whereby no applicant for employment or employee hired shall be discriminated against with respect to that person's hire, tenure, compensation, terms, upgrading, conditions, facilities, or privileges of employment by reason of race, color, creed, religion, national origin, age, sex, disability, public assistance status, or sexual orientation, except as may be based upon bona fide occupational qualifications.

18. Insurance. The Contractor shall furnish and maintain during the project such public liability and property damage insurance as shall protect Contractor and any subcontractors performing work covered by this contract from claims for damages by Workers Compensation Statute, and from claims from property damages or personal injury which may arise from operations under this contract, whether such operations are by Contractor or by any subcontractor or anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

- Workers Compensation – as provided in the applicable law.
- Employer's Liability – as provided in the applicable law.
- Comprehensive Public Liability - Personal Injury - \$1,000,000.00
- Comprehensive Public Liability - Property Damage - \$1,000,000.00
- Comprehensive Automobile Insurance - Personal Injury - \$1,000,000.00
- Comprehensive Automobile Insurance – Property Damage - \$1,000,000.00

*The successful Proposer must submit, prior to contract award, evidence of insurability in the amounts as provided above.*

19. Indemnification. The Contractor shall indemnify and save the City of River Falls, its officers, affiliates and employees from any and all claims, suits, losses damages or expenses on account of injuries or death of any or all persons, or property damages, sustained and caused by an act, omission, neglect or misconduct of said Contractor.

C. Preferences

The Proposer should indicate if they can meet or fulfill the additional preferred criteria.

1. The Contractor will utilize a standard emergency medical dispatching program and provide pre-arrival instructions to callers.
2. All current regular and casual part-time City EMS staff would be afforded an opportunity for similar employment with the Contractor so long as individual staff members meet driving and background eligibility criteria.
3. The Contractor would purchase the existing City EMS fleet and capital equipment at a fair market value. Additional information can be found in Attachment #3 of this RFP.
4. The Contractor would be fully accredited through the Commission on Accreditation of Ambulance Services.
5. The Contractor would be able to demonstrate the highest standards of patient care and high-quality outcomes through comprehensive quality assurance / quality improvement initiatives.
6. The Contractor can make special event ambulance standby coverage available to individuals, groups, organizations or entities within the service area. The City would not be party to such arrangement and the terms of coverage would be for the Contractor to establish with the event organizer.
7. The Contractor would be interested, willing and able to provide EMS services to those other municipalities currently receiving EMS services from River Falls EMS.

#### IV. Contract Options

##### A. Accounts Receivable.

The City has approximately \$2million of patient receivables.

*In response to the RFP, the Proposer is asked to respond as to whether they are interested in purchasing or servicing the collection of the account's receivables. If the Proposer is interested in purchasing the receivables, they should provide information indicating how the value of the receivables will be established. If the Proposer is interested in servicing the receivables, they should provide information and fee structure for the services rendered.*

##### B. EMS Station

The Contractor may wish to operate from the existing EMS station at 175 E Cedar Street in River Falls. The Contractor would either purchase or rent this building at fair market value from the City of River Falls. This building is ~4500 square feet, with ~2,800 of office, classroom and day room space and ~1650 square feet of garage (three stalls) space. Additional information can be found in Attachment #2 of this RFP

##### C. Neighboring Townships.

The Proposer should indicate that they are interested and willing to provide EMS services to neighboring towns that are currently serviced through River Falls EMS.

River Falls EMS has provided paramedic level EMS services to a portion of Troy Township, a portion of Clifton Township, a portion of Pleasant Valley Township and all of Kinnickinnic and River Falls Townships. This service has been provided from the River Falls EMS facility at 175 E. Cedar Street as part of the regular daily staffing and response plan.

Ideally, the general terms and requirements for any subsequent contract for EMS services by the City of River Falls could extend to these Townships for their consideration. It is understood that response time expectations may need to be modified given the rural nature of portions of these townships and their distance from 175 E. Cedar Street.

*In response to the RFP, the Proposer is asked to confirm that they are interested in being considered to provide similar services to these townships. The Proposer should include any pertinent details or information regarding service to these towns. The Proposer should indicate if service to these towns will require*

*extra staffing and/or resources and provide details on any related financial impact(s).*

D. Prescott Fire & EMS Association Response Area

The Proposer should indicate whether they are interested and willing to provide EMS services to the Prescott Fire & EMS Association Response Area, which includes: the City of Prescott, Town of Oak Grove and a portion of the Town of Clifton.

Since 2015 River Falls EMS has provided EMS services, in the form of a staffed ambulance 24 hours per day, to the Prescott Fire & EMS Association from an EMS facility located at 1603 Pine Street in Prescott, WI. This staffed ambulance would also be used to answer concurrent calls in the City of River Falls response area, and vice versa.

Ideally, the general terms and requirements for any subsequent contract for EMS services by the City of River Falls could extend to the Prescott Fire & EMS Association. It is understood that response time expectations would need to be modified within the township portions of this service area given the distance from the EMS facility.

*In response to the RFP, the Proposer is asked to confirm that they are interested in being considered to provide similar services to the Prescott Fire & EMS Association. The response should also include recommended response time requirements for this area and any pertinent details or implications to be considered.*

*The response should also indicate whether the Proposer would want to continue to utilize the EMS facility at 1603 Pine Street in Prescott, WI. The Proposer should indicate if they would wish to pay fair market value rent for this facility, or have these costs potentially offset any financial burden to the Association.*

E. Alternatives to Consider.

The Proposer may provide alternative ideas or considerations for the City to consider regarding the base contract for EMS services.

## V. Pricing Submission

The Proposer is asked to provide pricing information to the following scenarios. It is presumed that the different scenarios would each have different staff/servicing considerations for the Proposer. EMS services for the entire River Falls EMS service area is the preferred outcome; however, should this not be feasible the City is requesting the cost of alternative scenarios to consider.

### A. EMS Services for the entire River Falls EMS service area:

Would there be a direct cost for the provision of EMS services within the service area?

*This includes services to the Cities of River Falls and Prescott, and towns of Kinnickinnic, River Falls, Oak Grove, Clifton and portions of Pleasant Valley and Troy. This also includes the daily staffing of at least one ambulance in the City of River Falls and one in the City of Prescott.*

If so, what would the anticipated yearly cost be?

*The Proposer should provide any background on assumptions or service delivery that they deem pertinent.*

### B. EMS Services to just the City of River Falls and neighboring municipalities:

In place of service to the entire River Falls EMS service area, would there be a direct cost for the provision of EMS services solely to the portions of the service area served from the River Falls EMS station?

*This would entail servicing the approximately 1,200 EMS 9-1-1 calls-for-service that occur within the City of River Falls, towns of Kinnickinnic, River Falls, and portions of: Troy, Pleasant Valley and half of Clifton.*

If so, what would the anticipated yearly cost be?

*The Proposer should provide any background on assumptions or service delivery that they deem pertinent.*

### C. EMS Services to just the City of River Falls:

Would there be a direct cost for the provision of EMS services to just the City of River Falls?

*This would entail servicing the approximately 900 EMS 9-1-1 calls-for-service that occur within the City.*

If so, what would the anticipated yearly cost be?

**Attachment #1**

**Map of River Falls EMS Service Area**



**Attachment #2**

**Floorplan of River Falls EMS Building**

**175 E. Cedar Street, River Falls, WI 54022**



**Attachment #3**

**River Falls EMS Capital Equipment**

<b>Item</b>	<b>Make/Model</b>	<b>Year</b>	<b>S/N</b>	<b>Notes</b>
Cardiac Monitor	Lifepak 15	2017	45433155	12-lead, SpO2, NiBP, CO2, CO monitoring
Cardiac Monitor	Lifepak 15	2017	45433256	
Cardiac Monitor	Lifepak 15	2017	45433482	
Cardiac Monitor	Lifepak 15	2017	45435178	
Ventilator	Newport HT70 Plus	2013	N13HT720712234	
Ventilator	Newport HT70 Plus	2012	N12HT721110773	
Compression Device	LUCAS 2	2012	30124475	
Compression Device	LUCAS 2	2012	30124477	
Compressions Device	LUCAS 2	2016	3016F981	
Medication/Equipment Storage	UCapit Refrigerated Vending Machine with two (2) 12-unit add-on lockers.	2018		

<b>Vehicle</b>	<b>Type</b>	<b>Make/Model</b>	<b>Year</b>	<b>Mileage (as of 10/1/19)</b>
Ambulance 6501	Type III	Chevy 4500	2011	79,295
Ambulance 6502	Type III	Chevy 4500	2009	136,294
Ambulance 6503	Type III	Chevy 4500	2014	56,776
Ambulance 6504	Type III	Chevy 4500	2016	39,206
Ambulance 6505	Type III	Chevy 4500	2015	58,963
Medic 6507	QRV/Interceptor	Ford Explorer	2014	29,754
Medic 6506	QRV/Interceptor	Ford Explorer	2018	2,904